

**STANDARD TERMS AND CONDITIONS COVERING BANKING FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER****1. INTEREST RATE(S)/BANKING CHARGES/OTHER CHARGES****(A) INTEREST**

You shall pay interest on all monies due and payable by you and all monies outstanding and owing to the Bank in relation to the Banking Facility and any other charges payable in relation to the Banking Facility at such rate or rates as may be stipulated or prescribed by the Bank at any time and from time to time. Without prejudice to the generality of the foregoing, the interest payable by you for the time being in respect of the Banking Facility is as specified under the column Interest Rate in Page 1 of the Bank's Letter of Offer. Interest at the aforesaid rate shall be payable by you as well after as before any judgment or order of court.

**(B) VARIATION OF INTEREST**

The Bank shall also be entitled at its absolute discretion at any time and from time to time to vary the Bank's BR and/or the Margin of Interest imposed above the Bank's BR in the following manner:-

- (a) In respect of the Bank's BR by displaying at the premises of the Bank a general notice in the change in the Bank's BR addressed to the public generally and such display shall be deemed to be an effective notice on you or by any other modes deem fit and proper by the Bank; and
- (b) In respect of the change in the Margin of Interest imposed above the Bank's BR by serving a notice in writing to you of at least 21 calendar days prior to the effective date of such change on the rate(s) and such notice shall be deemed to have been sufficiently served on you if sent by hand or by ordinary mail to your last known place of residence/business or to your address as stated in the Bank's Letter of Offer.

The Bank shall be entitled at any time at its sole and absolute discretion by notice to you and without assigning any reason to change the fundamental basis of calculation of the prescribed rate (whether it be the BR or any other basis by whatsoever name called). Provided always that the effective date of the change in the Bank's BR and/or Margin of Interest imposed above the Bank's BR shall be the date specified in the notice or in the display at the Bank's premises.

**2. COMMITMENT FEE FOR OVERDRAFT FACILITY**

The Bank reserves the right to levy a commitment fee as compensation to the Bank of such rate as the Bank may at its sole discretion from time to time stipulate on the portion of the Overdraft facility as shall be unutilised by you up to the aggregate approved limit at any time and from time to time commencing from the date when the Overdraft facility is made available to you for utilisation and the Bank shall be entitled to debit the commitment fee into your Overdraft account at the end of the month. For the time being, the Bank imposes a commitment fee of one per centum (1%) per annum on the unutilised portion of an Overdraft Facility the aggregate limit of which exceeds RM250,000-00.

**3. INTEREST ON EXCESS AMOUNT/DEFAULT RATE**

- (a) In addition and without prejudice to the rights and remedies of the Bank herein, if you shall default in the payment on due date of any moneys payable in respect of the Housing Loan and/or Term Loan, you shall pay to the Bank liquidated damages by way of additional interest at one per cent (1%) per annum on the amount in arrears calculated from the due date until the date of payment of the amount thereof by you.
- (b) The Bank will not permit any excess/temporary overdraw over and above the limit approved herein. However, in the event that an excess is created in your account due to, for example, interest accumulation or the expiry of the Overdraft Facility, the Bank shall have the right to impose at the Bank's discretion additional interest at one per cent (1%) per annum over the Bank's prescribed rate on the amount in excess of the limit until the date of normalization.

Notwithstanding the above, the Bank shall be entitled at its absolute discretion at any time and from time to time vary the rate(s) of the additional interest and the Bank shall give you twenty one (21) days notice prior to the effective date.



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**4. REPAYMENT**

**(A) HOUSING LOAN / TERM LOAN**

- (a) Installment payment shall commence as follows: -
  - (i) On the fifth day of the 3rd month from the month of disbursement and on every 5th day of the month thereafter until full settlement, if the final disbursement is made within the First Disbursement Period (as defined herein) in the month of disbursement.
  - (ii) On the fifth day of the 2nd month from the month of disbursement and on every 5th day of the month thereafter until full settlement, if the final disbursement is made within the Second Disbursement Period (as defined herein) in the month of disbursement.
- (b) Interest payment during progress release shall commence as follows: -
  - (i) On the fifth day of the 3rd month from the month of disbursement and on every 5th day of the month thereafter until full settlement, if the first disbursement is made within the First Disbursement Period (as defined herein) in the month of disbursement.
  - (ii) On the fifth day of the 2nd month from the month of disbursement and on every 5th day of the month thereafter until full settlement, if the first disbursement is made within the Second Disbursement Period (as defined herein) in the month of disbursement.
- (c) For the purpose of this section/clause  
"First Disbursement Period" refers to the last 15 days from the due date.  
"Second Disbursement Period" refers to the other days of the billing cycle of disbursement excluding the First Disbursement Period.
- (d) Notwithstanding the above, if and whenever the rate of interest payable by you on the Term Loan facility shall be varied in the manner as provided in the Letter of Offer, the Bank may its absolute discretion make the necessary adjustment consequent upon such variation either by varying the amount of any Installments or by varying the number of Installments.

**(B) OVERDRAFT**

- (a) For Overdraft it is subject to periodic review at the Bank's sole discretion.
- (b) For Overdraft facility, interest shall be paid monthly and is calculated on the daily outstanding balance of the Overdraft facility and capitalised at the end of the month subject to a minimum charge of RM5.00 per month.  
Notwithstanding any provisions herein, you agree to pay and/or repay the Bank all Overdraft facility together with all moneys due thereunder forthwith upon any demand being made by the Bank which demand may be made by the Bank at any time and from time to time irrespective of whether or not an event of default has occurred or is continuing.

**5. SECURITY**

The Banking Facility shall be made available to you subject to the provision by you of the securities set out in the Letter of Offer.

- (a) Where the Banking Facility is secured against property which the individual/strata issue document of title to the property is not available and/or has not been issued, you undertake to and/or procure the registered owner of the property to deliver and execute all relevant documents necessary to create a valid and registrable first charge over the property in favour of the Bank unless the Bank requires otherwise upon the issuance of the separate individual/strata title to such property.
- (b) For Banking Facility secured against Fixed Deposit, interest earned from the Fixed Deposit mortgaged, charged or pledged is to be capitalised and added to the principal amount and form part of the security. The Bank shall have the right to uplift the Fixed Deposit whether or not it has matured, to settle any sum due and payable including interest if the Banking Facility is not serviced promptly. The Bank reserves the right to renew the Fixed Deposit pledged annually during the duration of the Banking Facility.

The Bank reserves the right to request for any other relevant security arrangement as required by the Bank from time to time.

**6. CONDITIONS PRECEDENT**

The Banking Facility will be made available for your utilisation upon the fulfillment of the following conditions precedent:-

- (a) The Bank shall have received your acceptance of this Letter of Offer. In addition, all security documents which are required to be executed must be executed by you or the relevant security party within one (1) month of your acceptance of this Letter of Offer or within such extended period of time as the Bank may in its absolute discretion agree upon. Upon failure to do so, the Bank shall be at liberty to cancel the Banking Facility without any reference to you.
- (b) The Bank is satisfied that no event has occurred so as to render the Banking Facility or any part thereof, to become immediately repayable and no event of default stated herein has occurred or is threatened.
- (c) The Bank is satisfied that no extraordinary circumstances, governmental action or other material adverse change or event has occurred which in the opinion of the Bank prejudices your ability and/or the ability of any party providing security for the Banking Facility ("the Security Party") to observe and perform the covenants and obligations on its part to be observed and performed herein or in the security documents.
- (d) The Bank's solicitors shall have confirmed that a search having been conducted at the Official Assignee's Office/ Official Receiver's Office discloses that bankruptcy proceedings or winding up petitions (as the case may be) have not been commenced (or presented as the case may be) against you and /or any Security Party.



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- (e) All security documents which are required herein and/or such other documents as may be required by the Bank and/or its solicitor shall have been executed by the relevant parties, duly stamped and registered at such registries as the Bank may deem necessary or expedient and the original copy of each of the relevant documents, shall have been deposited with the Bank.
- (f) You shall have paid all fees or charges payable or agreed to be paid by you to the Bank for or in connection with the Banking Facility.
- (g) Where the Property is charged/assigned to a financier(s), the receipt by the Bank of the redemption statement, from the financier(s) of the Property confirming the redemption sum required to redeem the Property together with undertaking in favour of the Bank to deliver:-
  - (i) Where the individual title to the Property has been issued by the relevant authorities, the issue document of title to the Property, the registered duplicate charge and the duly executed discharge of charge; or
  - (ii) Where the individual title to the Property is yet to be issued by the relevant authorities, the Sale and Purchase Agreement, the original stamped copy of the Deed of Assignment in favour of the financier, the duly executed Deed of Receipt and Reassignment, duly consented to by the developer and the registered proprietor (where relevant), as well as all other documents incumbent on the financier to enable the registration or perfection of the Bank's rights, title and interest in respect of the Property;
 and to refund the redemption sum to the Bank if the discharge of charge cannot be registered for any reason whatsoever or (as the case may be) the Receipt and Reassignment cannot be perfected for any reason whatsoever.
- (h) Where there is unencumbered title to the Property, the transfer document(s) ("the Transfer") has been completed and executed and the consent of the developer and/or the federal, state or local government, statutory or other quasi-government or regulatory authority or body having jurisdiction or authority to grant the approval for the transfer of the Property has been obtained and forwarded to the Bank and endorsed on the Transfer (where applicable).
- (i) The bridging financier has given its undertaking to exclude the Property from any foreclosure proceeding in the event that any proceeding is taken against the developer and gives its disclaimer of further rights and interest in the Property after receipt of the specified redemption sum and the further undertaking to execute a valid and registrable discharge of charge of the charge in favour of the bridging financier.
- (j) The Banking Facility approved by the Bank's Letter of Offer can be drawdown or utilised on completion of legal documentation and fulfillment of such conditions precedent as the Bank may require and subject to the Bank being satisfied (and in this respect the Bank's decisions shall be final) that there are no material changes affecting your financial conditions.

**7. EVENTS OF DEFAULT**

All monies outstanding under the Banking Facility together with interest thereon and all other monies relating thereto shall become immediately repayable by you upon demand being made by the Bank or upon the occurrence of any of the following events:-

- (a) You make default in the payment on due date of any money payable hereunder (whether principal interest or otherwise) whether formally demanded or not;
- (b) You fail to observe or perform any of the agreements covenants stipulation terms and conditions herein;
- (c) Any of your indebtedness or the indebtedness of any of your guarantor(s) (if any) becomes capable, in accordance with the relevant terms thereof, of being declared due prematurely by reason of a default by you or such guarantor(s) in your or his/their obligations in respect of the same or you or any of your guarantor(s) fail to make payment in respect thereof on the due date for such payment or if due on demand when demanded or the security for any such indebtedness becomes enforceable;
- (d) You abandon your course of study; (applicable for study loan);
- (e) You are prohibited from continuing with the course by your college/university; (applicable for study loan);
- (f) A distress or execution or other process of a court be levied upon or issued against your property and such action is not satisfied by you within seven (7) days from the date thereof;
- (g) You enter into any arrangement or composition with your creditors;
- (h) If legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against you or your guarantor(s) which in the opinion of the Bank would materially and adversely affect your ability or the guarantor's ability to perform and observe your/his/her obligations herein or in the guarantee as the case may be;
- (i) You or any of your guarantor(s) (if any) commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement with or for the benefit of your or such guarantor(s) creditors or allow any judgment against you or such guarantor(s) to remain unsatisfied for a period of fourteen (14) days;
- (j) Your guarantor is adjudged a bankrupt;
- (k) You or any of your guarantor(s) (if any) become insane or dies;
- (l) Any of the security documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable; or
- (m) If the Bank shall in its sole discretion consider that the Banking Facility or any of its security or its security position to be in jeopardy.



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**8. SPECIFIC CONDITIONS FOR DRAWDOWN/UTILIZATION**

Subject to the conditions precedent herein stated and such other conditions which the Bank may from time to time prescribed having been duly satisfied, you may drawdown/utilise the Banking Facility upon the following terms:-

**(A) Term/Housing Loan Facility**

- (a) Receipt by the Bank of documentary evidence to the satisfaction of the Bank that the differential sum between the purchase price of the property being financed ("the Property") and the Term/Housing Loan Facility has been fully settled by you;
- (b) There being no breach of any of the terms of the Sale and Purchase Agreement or any other agreement pertaining to the rights to the Property ("the Sale and Purchase Agreement");
- (c) Where the Property is under construction, the certificate from the developer's architect issued to the Bank for the respective stages of completion of work done in accordance with the schedule of payment in the Sale and Purchase Agreement and that the construction of the Property is in compliance with building plans and specifications;
- (d) The undertaking of the developer has been given in favour of the Bank, to deliver to the Bank the issue document of title, the duly executed valid and registrable transfer and such other documents required to transfer the Property ("the Transfer Documents"), and to refund the Term/Housing Loan Facility or any part thereof released by the Bank to them in the event the Certificate of Fitness for Occupation of the Property cannot be obtained or the Transfer, and/or the charge or assignment in favour of the Bank, cannot be registered or perfected for any reason whatsoever or the Property is not completed, and to obtain the consent of the developer, and/or the federal, state or local government, statutory or other quasi-government or regulatory authority or body having jurisdiction or authority to grant the approval for the transfer/charge/assignment of the Property;
- (e) The bridging financier has given its undertaking to exclude the Property from any foreclosure proceeding in the event that any proceeding is taken against the developer and gives its disclaimer of further rights and interest in the Property after receipt of the specified redemption sum and the further undertaking to execute a valid and registrable discharge of charge of the charge in favour of the bridging financier;
- (f) The original executed and stamped Sale and Purchase Agreement and the Transfer Documents are delivered to the Bank;
- (g) The opening of a savings/current account by you with the Bank for credit of the balance of the Term/Housing Loan Facility if any; and
- (h) For property purchased for own occupation/use, you are to execute a Statutory Declaration to that effect;
- (i) If the Term/Housing Loan Facility is for the construction cost of building(s), you are to:-
  - (i) Furnish to the Bank documentary evidence confirming that the difference between the construction cost of the said property and the amount of the Banking Facility has been duly settled by you;
  - (ii) Furnish to the Bank documentary evidence confirming that approvals for the building and layout plans have been obtained from the relevant authorities;
  - (iii) Furnish to the Bank your Architect's/Quantity Surveyor's Certificates certifying that the construction cost is not less than the amount as specified under the heading Security. In the event that the construction cost is less than the amount as specified under the heading Security, the Bank reserves the right to reduce the Term/Housing Loan Facility in accordance to the margin of advance (as stipulated under the heading Margin of Advance) of the construction cost; and
  - (iv) Declare to the Bank that the building(s) constructed is/are to be occupied by you.

**(B) Overdraft Facility**

- (a) The opening of and maintenance of a current account with the Bank which Overdraft facility shall be utilised by drawing against such account;
- (b) Where the Banking Facility is a combination of Housing loan/Term Loan/Overdraft facility, the Overdraft facility shall be released only after the full disbursement of the other facility; and
- (c) Where the Overdraft facility or any part thereof is granted for the purpose of financing the purchase of a property/house, the Conditions Precedents set out in sub-paragraphs 8(A)(a) to (h) shall apply mutatis mutandis.

**(C) Study Loan Facility**

- (a) Receipt by the Bank of documentary evidence to the satisfaction of the Bank that the differential sum between the tuition/course fees and the Banking Facility(ies) has been fully settled by you;
- (b) Deposit with the Bank of the evidence of admission to a college or university recognised by the Malaysian Government, and the schedule of payment/drawdown of tuition fees and expenses; and
- (c) Confirmation by the college/university that you have not abandoned your course or have been prohibited by the college/university or such other authority from continuing in your course.



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**9. IRREVOCABLE RIGHT TO DEBIT ACCOUNT**

You are required to maintain a Savings/Current account with the Bank and the Bank is irrevocably and unconditionally authorised to at any time and from time to time without reference to you and without any obligation whether at law or in equity so to do, to debit your account for:-

- (a) Any payment of principal or interest due under the Banking Facility; and
- (b) All expenses, duties, fees and other sums due and payable arising from the Banking Facility including but not limited to insurance premium, interest, service charges and commitment fees.

Provided further that no such debiting shall be deemed to be payment of the amount due (except to the extent of any amount in credit in your current or other accounts) or shall be deemed to be a waiver of an event of default.

**10. SOLICITOR /LEGAL AND INCIDENTAL EXPENSES**

You are required to pay all legal fees and incidental expenses in connection with the Banking Facility (including but not limited to the preparation, stamping and registration of any security documents and the lodgment and withdrawal of caveats) required by the Bank hereunder even though the said documents are not executed by you for any reason whatsoever. If any moneys payable under the Banking Facility is required to be recovered through any process of law or placed in the hands of solicitors for collection, you shall be liable to pay the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection. Provided that the legal firm meets the Bank's minimum criteria, you may appoint your preferred legal firm to attend to the preparation of the documentation. However, to avoid any delay in the documentation due to unfamiliarity with the Bank's documentation or process, the appointment of the Bank's panel lawyers is highly encouraged.

**11. AVAILABILITY OF FUNDS/REVIEW**

The availability of the Banking Facility is subject always to availability of funds to the Bank and to the Bank's discretion to review the Banking Facility (including but not limited to the limits established by the Bank on any of the Banking Facility) at any time and from time to time. The Bank reserves the right to terminate or withdraw the Banking Facility at any time should the Bank be of the view that there are permissible grounds for doing so and shall keep you informed of such grounds which permit the Bank to terminate or withdraw the Banking Facility.

**12. FINANCIAL SERVICES ACT 2013 ("FSA")**

The granting of the Banking Facility to you shall be upon the condition that the Bank will not breach or contravene any law, legislation or regulation including, without limiting the generality of the foregoing, the provision of FSA or any other provisions thereof. In particular you are to declare to the Bank that you are not directly related as a spouse, child or parent to any of the directors, officers or employees of the RHB Banking Group. In the event any such relationship is established or discovered now or in future the Bank reserves the right forthwith to terminate and recall the Banking Facility.

**13. INFORMATION DISCLOSURE**

The Bank shall have the right to provide any information on you and the Banking Facility to:-

- (a) Bank Negara Malaysia, Cagamas Bhd, and such other authorities as may be authorised by law to obtain such information;
- (b) Companies within the RHB Banking Group who may at any time or from time to time be considering offering you financial facilities/services or products.
- (c) Guarantor(s), chargor(s), and/or any other person providing security(ies) for the Banking Facility; and
- (d) Solicitors and/or other agents in connection with the recovery of the monies due and payable hereunder.

You confirm that the Bank shall be under no liability for furnishing such information whether before on or after the date of this Letter of Offer.

**14. INSURANCE**

- (a) (i) The property to be charged/assigned to the Bank is to be insured with RHB Insurance Bhd (RHBI) or any other insurance company nominated by the Bank in the name of the owner as chargor/assignor and the Bank as chargee/assignee against such risks and for such sums as the Bank may require. The Bank reserves the right to debit your Loan / Overdraft account for payment of the insurance premium and the yearly renewal premium to RHB Insurance Berhad.
- (a) (ii) You are however, allowed to nominate any insurance company of your choice for the above-said coverage. In such an event, you are to forward the House-owner Policy / Fire Policy ("Policy") to our Bank before drawdown of the Banking Facility/ies and the subsequent yearly renewal of the said policy to the Bank 14 days before the expiry of such Policy.
- (a) (iii) In the event that such Policy from other insurance company other than RHBI or Bank nominated insurance company is not available at the time of disbursement of the Banking facility/ies, the Bank shall have the absolute discretion to obtain the coverage under RHBI or Bank nominated insurance company as per paragraph a(i) above. Upon expiry of this RHBI or Bank nominated insurance company Policy or upon renewal date, you are then allowed to nominate any other insurance company of your choice subject to (a)(ii) above on yearly renewal conditions.
- (a) (iv) In the event that the yearly renewal of non RHBI policy has not been received by our Bank 14 days before the expiry of the said Policy, the Bank has the absolute discretion to obtain coverage for the property under RHBI or Bank nominated insurance company as per paragraph a(i) and a(ii) above.



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The Bank shall not cancel any RHB Insurance Berhad or Bank nominated insurance company Policy which is still in full force and effect until the expiry of the said Policy.

For convenience, we strongly encourage you to allow our Bank to manage the House-owner / Fire Policy on your property with RHB Insurance Berhad or Bank nominated insurance company.

- (b) (i) Where the Bank fully or partially finance the premium on the Mortgage Reducing Term Assurance (MRTA) / Credit Life Term Assurance (CLTA) for your Banking Facility, such MRTA/CLTA policy coverage shall be taken with Tokio Marine Life Insurance Bhd and with a non-cancellation clause and the Bank's interest as loss payee endorsed in such policy.
- (b) (ii) In the event that the Bank fully or partially finance the premium for MRTA/CLTA and you decide to choose an MRTA/CLTA insurer other than Tokio Marine Life Insurance Bhd, than the Bank shall cancel such MRTA/CLTA premium financing facility.
- (b) (iii) You may choose any MRTA/CLTA insurer of your choice provided the premium is not financed by the Bank.

**15. LETTER OF UNDERTAKING TO DEVELOPER**

Where applicable, the Bank may at its absolute discretion issue an undertaking to the developer in the form and substance as the Bank may deem fit and the Bank is hereby irrevocably authorised by you to release the Banking Facility progressively to the Developer on receipt from the Developer a certificate issued by the Architect for the respective stages of completion of work done in accordance with the schedule of payment in your Sale and Purchase Agreement and you shall have no right whatsoever to instruct or compel the Bank to revoke and / or to not give effect to the said undertaking on the grounds that you have a claim against or a dispute with the Developer for monies due and payable by the Developer to you after the said undertaking has been issued.

**16. LODGEMENT OF PRIVATE CAVEAT**

In the absence of an individual title, the Bank reserves the right to lodge a private caveat on the Master Title for the land comprising your property pending issuance of the individual title. All expenses incidental to the lodgement, renewal and withdrawal of the private caveat are payable by you. The Bank reserves the right to debit all such expenses from your account with the Bank.

**17. DUTY TO VERIFY STATEMENTS OF ACCOUNTS**

You are to verify all statements of accounts sent to you by the Bank and immediately revert to the Bank in the event of any discrepancy in such statements of accounts failing which they shall be deemed to be conclusive and binding against you.

**18. STATEMENT BY BANK**

- (a) The certificate of the Bank as to the amount outstanding, due and payable, shall be final and conclusive and shall not, in the absence of manifest error, be questioned on any account whatsoever.
- (b) In the event you have selected for e-Statement in the Statement Type, you hereby acknowledged that you have read, agreed to and understand the contents stipulated in the Electronic Statement User Agreement – Terms & Conditions ("e-Statement T&C") and you agreed that you shall be bound by the said e-Statement T&C. The Bank shall be entitled at its absolute discretion at any time and from time to time to vary, amend, add and/or delete any clause in the said e-Statement T&C. You may view the e-Statement T&C by visiting [www.rhbgroup.com](http://www.rhbgroup.com).

**19. TERMS AND CONDITIONS RELATING TO HOUSING LOAN/TERM LOAN**

- (a) No part of any Instalment to be paid by you or any other payments which you may make to the Bank shall be deemed to be a repayment of principal until all interest due or deemed to be due to the Bank shall have been paid.
- (b) Subject to the OTHER TERMS AND CONDITIONS in this Letter of Offer, you are entitled to prepay the outstanding amount of the Housing Loan and/or Term Loan in full or partially at any time without giving the Bank's prior notice.
- (c) All partial prepayment as aforesaid shall be applied towards the repayment of the Instalments of the Housing Loan/Term Loan in the inverse order of their maturity.
- (d) All amounts prepaid shall not be available for redrawing.
- (e) You are to pay the monthly instalments /interest in respect of the Housing/Term Loan promptly failing which the Bank reserves the right to vary the terms and conditions imposed.
- (f) If repayment of principal sum and/or interest is not made on the due dates, the Bank shall have the right to impose at the Bank's discretion additional interest to the prevailing interest rate chargeable on the total amount outstanding of the Housing/Term Loan. The Bank reserves the right to debit such interest to your account.

**20. TERMS AND CONDITIONS RELATING TO OVERDRAFT FACILITY**

- (a) Utilisation of the Overdraft Facility shall be in such manner as the Bank may from time to time prescribe and in accordance with the normal usages and practices of banking in Malaysia.
- (b) You are to operate your account with the Bank in a satisfactory manner and pay the monthly interest in respect of the Overdraft Facility promptly failing which the Bank reserves the right to vary the terms and conditions imposed including the interest rate.

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- (c) Your Overdraft account must be operated actively and within the approved limit at all times and the Bank reserves the right to close the said account and to recall the Overdraft Facility in the event your account is blacklisted under the Dishonour Cheque Information System (DCHEQS) guidelines.

**21. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS**

- (a) The Bank shall be entitled (but shall not be obliged) at any time and by giving seven (7) days notice to you to combine, consolidate or merge all or any of your accounts and liabilities with and to the Bank anywhere whether in or outside Malaysia whether alone or jointly with any other person and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of your liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorized to effect any necessary conversions at the Bank's own rate of exchange then prevailing.
- (b) Without prejudice to the generality of the above, the Bank further reserves the right at any time and by giving seven (7) days notice to you debit any of your accounts (whether in credit or debit) with the Bank for all payments due and payable by you howsoever to the Bank.

**22. OTHER TERMS AND CONDITIONS**

- (a) The interest on any principal monies including capitalised interest shall at the end of each month be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest as well after as before judgment at the prevailing interest rate and notwithstanding the fact that the relationship of banker-customer between the Bank and you may cease for any reason whatsoever.
- (b) In the event the Bank recalls the Banking Facility or any part thereof, the Bank shall have the further right to impose at the Bank's discretion additional interest over the BR on the amount outstanding.
- (c) The Bank reserves the right to capitalise interest in the event that the Banking Facility is under recall notwithstanding the termination of Banker-Customer relationship for any reason whatsoever. The Bank shall charge additional interest at such rate that may be imposed at any time and from time to time by the Bank at its absolute discretion over and above the Bank's prevailing Base Rate as well after as before judgment.
- (d) No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default on your part shall impair such right, power or remedy or be construed to be waiver thereof or an acquiescence in such default.
- (e) If any of the provisions of this Letter becomes invalid, illegal or unenforceable in respect of any law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- (f) The Bank reserves the right to vary, substitute, add and/or subtract security imposed in relation to the Banking Facility hereof.
- (g) The expressions "Housing Loan" or "Term Loan" can be used interchangeably.
- (h) The Bank reserves the right to impose and/or revise interest rates, fee and /or other charges from time to time with at least 21 calendar days prior notice before the effective date to the borrowers and for which the Bank shall be entitled to debit from the account.

**23. REDEMPTION BEFORE FULL RELEASE OF THE BANKING FACILITY**

Prior to the full release of the Housing Loan/Term Loan and/or Overdraft facility to the developer, contractor or any person concerned with the construction of the property, you are allowed to prepay the outstanding amount of the facilities and redeem the property only upon your observance and performance of such terms and conditions as we may impose including your furnishing us a letter from the developer, contractor or such other person to whom we have given our undertaking to release the Housing Loan/Term Loan and/or Overdraft facility discharging us from all our obligations under the said undertaking.